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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT RICHLAND

JAMES S. GORDON, JR., Plaintiff, vs. IMPULSE MARKETING GROUP, INC., Defendant, IMPULSE MARKETING GROUP, INC., Third-Party Plaintiff, vs. BONNIE GORDON, JAMES S. GORDON, III, JONATHAN GORDON, JAMILA GORDON, ROBERT PRITCHETT and EMILY ABBEY, Third-Party Defendants.	)	**No. CV-04-5125-FVS**

DECLARATION OF PETER J. GLANTZ IN SUPPORT OF MOTION TO STRIKE PLAINTIFF'S STATEMENT OF MATERIAL FACTS PURSUANT TO LOCAL RULE 56.1

Peter J. Glantz, being duly sworn, deposes and says, upon information and belief:

1. My name is Peter J. Glantz and I represent Impulse Marketing Group, Inc. ("Defendant" or "Impulse").

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2. I submit this declaration in support of Defendant's motion to strike the Rule 56.1 Statement of Material Facts by plaintiff James Gordon ("Plaintiff" or "Gordon") and third-party defendants Bonnie Gordon, James S. Gordon, III, Jonathan Gordon, Jamila Gordon, Robert Pritchett and Emily Abbey ("Third-Party Defendants").

Procedural History

3. On August 1, 2005, Impulse filed five (5) counterclaims against Gordon and five (5) separate causes of action against each of the Third-Party Defendants.

4. On September 7, 2005, Impulse filed Amended Counterclaims against Gordon and a Third-Party Amended Complaint against each of the Third-Party Defendants (collectively, "Claims").

5. Plaintiff has moved to dismiss Defendant's Claims arguing that: (1) no factual basis exists for Impulse's Claims; and (2) even if one assumes the truth of all of Impulse's factual allegations contained in its Claims, Impulse still fails to state claims upon which relief can be granted ("Plaintiff's Motion").

6. In support of Plaintiff's Motion, Plaintiff submits what he purports to be a valid Statement of Material Facts pursuant to Local Rule 56.1 (the "Statement").

Good Faith Attempt to Notify Plaintiff's Counsel That The Statement Violated Local Rule 56.1(a)

7. As a measure of good faith, I notified Plaintiff's counsel on October 13, 2005, that the Statement violated Local Rule 56.1(a). See Exhibit "A" annexed hereto for a copy of said notification.

8. I specifically advised Plaintiff's counsel as to how and why the Statement violated Local Rule 56.1(a). See Exhibit "A."

9. Specifically, I advised him that the Statement violated Local Rule 56.1(a) because the Statement was "not filed in a serial fashion," "contained narrative" and "provided inappropriate argument and comment."

10. In addition to my good faith attempt to place Plaintiff's counsel on notice that the Statement violated Local Rule 56.1(a) via email, I attempted to contact Plaintiff's counsel via telephone to advise him of same.

11. Plaintiff's counsel responded to my good faith efforts by refusing to modify the Statement to comply with Local Rule 56.1(a). See Exhibit "A."

12. Accordingly, Defendant hereby moves to strike the Statement submitted by Plaintiff based upon the form of the Statement and Plaintiff's lack of standing to submit the Statement on behalf of Third-Party Defendants.

Plaintiff's Statement Violates Local Rule 56.1(a)

13. Local Rule 56.1(a) provides, in pertinent part, that "any party filing a motion for summary judgment shall set forth separately from the memorandum of law, and in full, the specific facts relied upon in support of the motion. The specific facts shall be set forth in **serial fashion and not in narrative form**. (emphasis added).

14. Plaintiff's Statement violates Local Rule 56.1(a) because the Statement: (a) fails to set forth Plaintiff's Facts in a serial fashion; (b) contains narrative; and (c) includes inappropriate arguments, legal conclusions and comments.

15. Further, Gordon lacks standing to submit the Statement on behalf of the Third-Party Defendants because: (a) Gordon does not have a personal stake in the outcome of the third-party action; (b) there is no direct relationship between the factual claims asserted against Gordon and those brought against Third-Party Defendants; (c)

Gordon cannot bind Third-Party Defendants to his representations, admissions and positions; and (d) the interests of Gordon and Third-Party Defendants may vary.

16. In view of the foregoing, Defendant respectfully requests that this Court: (a) strike the Statement in its entirety; (b) award attorneys' fees and costs associated with responding to Plaintiff's Statement; and (c) grant such other and further relief as this Court deems appropriate.

17. I certify and declare, under penalty of perjury, that the foregoing is true and correct to be best of my knowledge and belief.

Dated this 14th day of October, 2005.

Peter J. Glantz

Sworn and subscribed before me this 14th day of October, 2005.

Dana Charlton

Notary Public

DANA CHARLTON
Notary Public, State of New York
No. 60-4512786
Qualified in Westchester County
Commission Expires November 30, 2005